OIPE JC139
JUN 12 2002
PATENT & TRADEMARK OFFICE

#5

Docket No.: 032657-011 (Old)
027970.101US01 (New)
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
David E. Kimmel, et al.

Application No.: 10/069,788

Group Art Unit: N/A

International Filing Date: September 1, 2000

Examiner: Not Yet Assigned

For: METHOD AND APPARATUS FOR REMOTELY MONITORING A SITE

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REVOCATION OF POWER OF ATTORNEY
AND NEW POWER OF ATTORNEY

Commissioner for Patents
Washington, DC 20231

NetTalon Security Systems, Inc. is the assignee of the entire right, title and interest in the above-captioned application by virtue of the attached assignment. The undersigned, having express authority to represent NetTalon Security Systems, Inc., hereby revokes all powers of attorney heretofore given in the above-captioned application and appoints the attorneys listed below with full power of substitution, association, and revocation, to prosecute said application and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Paul J. Berman	36,744	Andrea G. Reister	36,253	Joseph E. Topmiller	50,580
Kurt Geoffrey Calia	38,702	David P. Ruschke	40,151	Grady L. White	40,874
Scott B. Markow	46,899	Christopher N. Sipes	39,837	Anthony S. Yoo	45,540
Jeannie M. Perron	31,180	Lee J. Tiedrich	42,184		

Please address future correspondence to

Patent Docketing
COVINGTON & BURLING
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2401

Direct Phone calls to Paul J. Berman at (202) 662-6000.

FOR: NETTALON SECURITY SYSTEMS, INC.

SIGNATURE: James T Byrne

BY: James T. Byrne, Jr.

TITLE: President

DATE: June 7, 2002

032657-011
Attorney's Docket No.

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by (1) DAVID E. KIMMEL, (2) JAMES T. BYRNE, JR., (3) DONALD R. JONES, JR., AND (4) RONALD DUBOIS, residing at:
(1) 10110 OAT LANDS PLACE, FREDERICKSBURG, VA 22408
(2) 8804 MERSEYSIDE LANE, CHESTERFIELD, VA 23834
(3) RT. 1, BOX 376B, NEW CANTON, VA 23123 and
(4) 3076 ANTRIM CIRCLE, DUMFRIES, VA 22026
(hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in METHOD AND APPARATUS FOR REMOTELY MONITORING A SITE set forth in an application for Letters Patent of the United States,

(1) ☐ which is a provisional application
 (a) ☐ bearing Application No. __, and filed on _;
 (b) ☐ to be filed herewith; or

(2) ☒ which is a non-provisional application
 (a) ☐ bearing Application No. __, and filed on _;
 (b) ☒ having an oath or declaration executed on even date herewith prior to filing of application;
 (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, NETTALON SECURITY SYSTEMS, INC., a corporation duly organized under and pursuant to the laws of VIRGINIA and having its principal place of business at 3307 BOURBON STREET, FREDERICKSBURG, VA 22408 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including

(10/01)

provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 2/28/02 Signature of Assignor _____
DAVID E. KIMMEL

Date 2/28/02 Signature of Assignor _____
JAMES T. BYRNE, JR.

Date 2/28/02 Signature of Assignor _____
DONALD R. JONES, JR.

Date 2/28/02 Signature of Assignor _____
RONALD DUBOIS

OIPE JC139
JUN 12 2002
PATENT & TRADEMARK OFFICE

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: David E. Kimmel, et al.

Application No./Patent No.: 10/069,788 Filed/Issue Date: September 1, 2000

Entitled: METHOD AND APPARATUS FOR REMOTELY MONITORING A SITE

NetTalon Security Systems, Inc. (Name of Assignee), a corporation (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.),

states that it is:

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1. [x] the assignee of the entire right, title, and interest; or
2. [] an assignee of less than the entire right, title and interest.
 The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. [x] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.
[**NOTE**: A separate copy (*i.e.*, the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

June 7, 2002
Date

James T. Byrne, Jr.
Typed or printed name

Signature

PRESIDENT
Title

032657-011
Attorney's Docket No.

ASSIGNMENT

(JOINT)

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(1) ☐ which is a provisional application
 (a) ☐ bearing Application No. __, and filed on _;
 (b) ☐ to be filed herewith; or

(2) ☒ which is a non-provisional application
 (a) ☐ bearing Application No. __, and filed on _;
 (b) ☒ having an oath or declaration executed on even date herewith prior to filing of application;
 (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, NETTALON SECURITY SYSTEMS, INC., a corporation duly organized under and pursuant to the laws of VIRGINIA and having its principal place of business at 3307 BOURBON STREET, FREDERICKSBURG, VA 22408 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including

(10/01)

provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

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Date 2/28/02 Signature of Assignor _____
DONALD R. JONES, JR.

Date 2/28/02 Signature of Assignor _____
RONALD DUBOIS